

## Special Terms and Conditions

1. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. SMOKE FREE ENVIRONMENT: By signing this contract, the Contractor certifies to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor agrees that it will require the language of this certification be included in any sub awards (subcontracts or purchase orders), which contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.
3. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women owned business. Names of firms may be available from the Commonwealth and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.
4. MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held as indicated on the cover page of this Request for Proposals Proposal announcement. The purpose of such a conference would be to allow offerors an opportunity to present questions and obtain clarification about any part of this solicitation. **Attendance at the mandatory pre-proposal conference is a prerequisite to submitting a proposal.** Any changes resulting from such a conference would be issued in a written addendum to the solicitation.
5. PRIME SUBGRANTEE RESPONSIBILITIES The Sub-grantee shall be responsible for completely supervising and directing the work under this award and all subcontractors that he/she may utilize, using his best skill and attention. Subcontractors who perform work under this sub-grant shall be responsible to the prime Sub-grantee. The Sub-grantee agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
6. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor.
7. RENEWAL OF CONTRACT This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms of the original contract, and at a reasonable time prior to the expiration.
8. CONTRACTOR AS INDEPENDENT CONTRACTOR During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Commonwealth. The Contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.
9. SUB-CONTRACTS No portion of the work shall be subcontracted without prior written consent of the Commonwealth. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Commonwealth the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
10. EQUIPMENT Total requests for equipment costs in excess of \$1000 need prior approval from the State Refugee Coordinator. Requests for reimbursement for the purchase of new equipment must be

11. OBLIGATION OF OFFEROR By submitting a proposal, the offeror covenants and agrees that the offeror has satisfied itself, from its own investigation of the conditions to be met, that the offeror fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
12. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

If a bid/proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

Linda Allen, ONS Fiscal Officer  
Virginia Department of Social Services  
Office of Newcomer Services  
7 North Eighth Street – 3<sup>rd</sup> Floor  
Richmond, VA 23219-3301

- 14.1 Inform the media contact that it (the Contractor) is under contract with ONS to provide refugee resettlement services
- 14.2 Inform ONS within one hour, if feasible, or by 9:00 a.m. of the following business day that the contractor has been contacted by and/or provided information to the media
- 14.3 Inform ONS of any public resettlement-related event, program (includes television and radio shows and webcasts), workshop, and/or visitation where the Contractor is a host/sponsor, representative, partner and/or participant

#### 14. DIFFICULT CASE PROTOCOL

Each refugee resettlement service provider under contract with the Office of Newcomer Services, Virginia Department of Social Services, must make an assurance to follow a protocol that addresses difficult and non-typical resettlement cases, that is, those cases in which the following occur:

1. A client is disruptive and non-compliant beyond reasonable expectations;
2. A client threatens the safety and well-being of any person charged with providing services or assisting the client; and/or
3. A client's medical condition or behavior is such that it could lead to or present an immediate threat or danger to community

The Virginia Office of Newcomer Services State Refugee Coordinator must be notified by telephone at the earliest possible determination of case difficulty.

Subsequently, the service provided must forward to the Senior Contract Specialist the following information:

1. Identification of client(s), including name(s), alien number(s) and address
2. Assurance that client's(s)' confidentiality will be maintained
3. Description of the problem and/or incident with brief summary notes that includes events and dates
4. Intervention strategy(ies) that have been used to resolve the problem or incident including utilization of the existing network of service providers (by name) and other community partners (by name) in its resolution.

This protocol is to be in place by October 1, 2007.

15. OFFEROR PERFORMANCE: The purchasing agency may monitor and evaluate the contractor's performance through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the purchasing agency. Performance under this contract shall be a primary consideration for renewal of this contract and may be a consideration in future contract awards and negotiations.
16. CONFIDENTIALITY: Any information obtained by the offeror concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.
17. OWNERSHIP OF MATERIAL: Ownership of all data, material and documentation originated and prepared for VDSS pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the sub-grantee in the performance of its obligations under this sub-grant shall be the exclusive property of VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this sub-grant. The offeror shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the sub-grantee's obligations under this sub-grant without the prior written consent of the purchasing agency.

- Any materials produced under this sub-grant must bear a statement that the project was supported by the purchasing agency and identify the title of the funding source. The sub-grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the sub-grantee or by any sub-grantee describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:

This project was supported by Department of Social Services (VDSS) RFP# CVS-07-068, with funds made available to Virginia from the Office of Refugee Resettlement /U.S. Department of Health and Human Services.

Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Justice/U.S. Department of Health and Human Services.

The offeror also agrees that one copy of any such publication will be submitted to VDSS to be placed on file and distributed as appropriate to other potential offerors or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the offeror.

18. **FISCAL ADMINISTRATION:** These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

- A Statement of Award/Acceptance will be signed between the Virginia Department of Social Services and the local administrator of the applying agency upon award. Upon approval of the contract, the contractor will be reimbursed for expenses on a monthly, basis according to the terms of the contract. Therefore, the offeror agency must be prepared to pay expenses as they are incurred and then submit expenditure statements/request for funds on a monthly basis to the Department of Social Services for reimbursement. The contractor should allow 30 days from the time expenditure statements/request for funds are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.
- Payments will be made via direct deposit (electronic data interchange – EDI). Upon award, sub-grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors. These can be found at [www.doa.state.va.us](http://www.doa.state.va.us).
- The contractor will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

19. **COMPENSATION:** to the contractor for delivered services will be as follows:

- The contractor shall be paid on a cost reimbursable basis.
- Actual expenditures shall be invoiced pursuant to approved line item budget categories.
- No amendments to the approved budget may be made without the prior written approval of the Department of Social Services. Budget amendments must be requested using the Budget Amendment Request form accompanied by a narrative. No budget amendments will be allowed after August 1 of the contract period.
- All revenue from the sale of products derived through activities performed pursuant to this sub-grant shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
- The invoice period shall be monthly. The contractor shall invoice the purchasing agency each month on forms supplied by the purchasing agency and shall submit an expenditure statement/request for funds and financial report showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the sub-grantee fails to submit monthly expenditure statements/request for funds and a financial report for such services within thirty (30) calendar days after the close of the month in which services were delivered. Expenditure statements/request for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the expenditure statement/request for funds.

- Payments will be made via direct deposit (electronic data interchange – EDI). Contractors must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors.
- If the contractor fails to correctly provide any services and/or reports as specified in the terms and conditions of the contract, and in the time period specified, the purchasing agency may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. All services provided by the contractor pursuant to this contract shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The contractor shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.
- The contractor shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Department of Social Services.

20. ATTENDANCE

Directors of agencies/programs having contracts with the Department of Social Services assure that they will participate in regularly scheduled meetings of refugee service providers with the State Refugee Coordinator. Attendance at such meetings will be mandatory. Three excused absences are permitted within a contract period. If allowable absences are exceeded, this will result in the review of the contract and may result in the termination of the contract.